

**AGREEMENT BETWEEN THE
SIOUX CITY PUBLIC LIBRARY BOARD
AND
LOCAL 7103 OF THE
COMMUNICATION WORKERS OF AMERICA,
AFL-CIO
JULY 1, 2007 THROUGH JUNE 30, 2010**

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PUBLIC EMPLOYMENT
RELATIONS BOARD

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**AGREEMENT
BETWEEN THE SIOUX CITY PUBLIC LIBRARY
AND
COMMUNICATION WORKERS OF AMERICA
LOCAL 7103, AFL-CIO
July 1, 2007 to June 30, 2010**

This Agreement is entered into by the Sioux City Public Library, hereinafter referred to as the "Board" (Employer) and the Communication Workers of America, Local 7103, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

1.01 Union Recognized: Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Board's" certification of the Communication Workers of America, Local 7103, AFL-CIO, dated November 6, 1979, the Sioux City Public Library does hereby recognize the Union during the term of this Agreement as the sole and exclusive bargaining representative for positions within the Sioux City Public Library and listed in Appendix "A" (hereinafter collectively referred to as employee(s) excluding library director, supervisory, confidential and all other employees excluded by Section 4 of said Act).

ARTICLE II

UNION-MANAGEMENT RELATIONS

2.01 Negotiations: All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the Board.

2.02 Meetings:

- a. **Meetings upon Request.** The Board and the Union agree that upon the request of either the Union President or the Library Director, the parties shall meet to discuss matters involving the employee-employer relationship. Said meetings shall be scheduled at mutually convenient times.
- b. **Topics in Writing.** Topics to be discussed shall be set forth in writing and exchanged prior to the meeting.
- c. **Employee Attendance.** Up to two (2) employees may attend as Union representatives without loss of pay during normal working hours.

2.03 Agreements Executed: Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties, unless otherwise specified.

- 2.04 Writing Required:** This contract is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the Board and the Union where mutually agreeable.
- 2.05 Complete Agreement:** The parties agree that the clauses and provisions set forth in this Agreement constitute the entire Agreement between the parties.
- 2.06 Representatives Designated:** The Union shall advise the Library Director in writing of the designated representatives and alternates prior to or at the time it serves written notice of a desire to enter into negotiations for any successor agreement.
- 2.07 Union Officials Certified:** Within fifteen (15) days following the election or appointment of any officers of the Union Local and other designated representatives (i.e., stewards, etc.) the Union President shall certify the names and offices of such officers to the Library Director. Further, the Union shall notify in the same manner of any changes in the above cited representatives.
- 2.08 Responsible Relationship:** The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual respect.
- 2.09 Common Interest Forum**
- a. **Establishment:** The parties agree to establish a Common Interest Forum for the purpose of ensuring communications between staff and management, to discuss and review ideas, and to avoid unnecessary disputes. The Common Interest Forum shall consist of three members of management appointed by the Library Director and three members of the bargaining unit appointed by the Union President. The members of the Forum shall determine its structure, agenda and methods of operation.
 - b. **Application:** When either party requests, the Common Interest Forum shall be convened at least bi-monthly at mutually agreeable times and places.
 - c. **Intent:** It is the intent of the parties that the Common Interest Forum supports the collective bargaining process and the established dispute resolution procedures. The Employer and the Union each retains all of the rights outlined in the Agreement and the law.

ARTICLE III

EMPLOYMENT RIGHTS

- 3.01 Public Employer Rights:** Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:
1. Direct the work of its public employees.
 2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
 3. Suspend or discharge public employees for proper cause.

4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by the law.

3.02 Public Employee Rights: Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations, including payment of any dues, fees or assessments or service fees of any type.

ARTICLE IV

REPRESENTATION

4.01 Definitions: Categories of employment relationship covering positions represented within the bargaining unit shall be as follows:

1. **Full-Time Regular Employee.** One who occupies an authorized full-time year-round position which requires a minimum of eight hours per day and forty hours per week.
2. **Regular Part-Time Employees.** Any employee who works an average of twenty (20) or more hours per week when computed on an annual basis; however, leave without pay is not included in that calculation. Regular part-time employees are entitled to the sick leave, vacation and holiday benefits prorated on the basis of the forty hour workweek. (i.e. thirty (30) hours worked = 75% of paid sick leave and vacation benefits.)
3. **Part-Time Employee.** An employee who works an average of less than twenty (20) hours per week when computed on an annual basis, or the actual period worked during the term of the Agreement.
4. **Employee.** Except as otherwise provided hereinafter, "employee" means both full-time regular employee and part-time regular employee.

- 4.02** **Exclusions:** Temporary, casual and seasonal employees shall be excluded from the provisions of this Agreement.

ARTICLE V

HOURS OF WORK

- 5.01** **Regular Working Day and Week Defined:** The regular working day and regular working week for full-time employees in the bargaining unit shall be eight hours or ten hours or other mutually agreed to workday, and forty hours respectively, except as hereinafter provided. There may be an unpaid thirty or sixty minute lunch period as determined by the immediate supervisor.
- 5.02** **Rest Periods:** One fifteen minute rest period per four hours worked shall be granted to employees consistent with work schedules, and in accordance with the rules and regulations established by the Library Director.
- 5.03** **Time Units:** For purposes of computing wages, time shall be accounted for in fifteen (15) minute increments.

ARTICLE VI

OVERTIME

- 6.01** **Grant:** All full-time regular employees who are required by the employer to work in excess of their regular workweek are considered as eligible for overtime pay and shall be reimbursed for hours worked in excess of their regular workweek at the rate of one and one-half the hourly equivalent of pay for their regular pay rate for all hours worked in excess of their regular workweek. Overtime shall be paid for in fifteen (15) minute increments.
- 6.02** **Compensatory Time:** When requested by an employee and authorized by the Library Director, time off at the rate of one and one-half the overtime hours worked by an employee may be granted in order to compensate for and in lieu of overtime payment.
- 6.03** **Authority to Grant:** When determined by the employer to be necessary, assignment of work hours in excess of eight hours per day or forty hours per week shall be the responsibility of the Library Director or his/her designated representative.

ARTICLE VII

COMPENSATION

- 7.01** **Rates of Pay:** The rates of pay for positions covered by this Agreement shall be determined as set forth in Appendix "A" of this Agreement.
- 7.02** **Paydays:** The Board shall pay for employee services on a bi-weekly basis with payday being the Friday following the end of each bi-weekly pay period. If the payday falls on a holiday, payment shall be made on the preceding regular workday. Payment, exclusive of deductions, shall be by direct deposit to the financial institution designated by the employee.

7.03 **Special Fees:** Total compensation and other authorized allowances shall be in lieu of any special fees or compensation which an employee may be authorized by law to collect. Such fees or other compensation shall be paid to the Board in full, as required by the Library Director.

7.04 **Mileage:** Employees required by the employer to use their personal vehicles for the conduct of Sioux City Public Library business shall be entitled to a mileage allowance at the maximum rate per mile allowed by the IRS. Said allowance shall remain consistent with provisions of the Iowa Code. Actual mileage for the conduct of Sioux City Public Library business shall be verified in writing by the employee and submitted to the Library Director on forms provided by the employer for documentation purposes. To be eligible for this provision, employees shall be required to furnish proof of insurance in accordance with minimum provisions established by the Library Director.

ARTICLE VIII

INSURANCE

8.01 **Hospital-Medical/Surgical and Dental Insurance:**

a. **Eligibility.** Full-time regular employees and part-time employees who work twenty (20) hours or more per week (hereinafter referred to in this Section as "employee") who are actively at work are eligible for this insurance the first of the month following fifteen days of continuous employment.

1. **Premium Payments.**

(a) **Full-time Employees**

The City will pay 100% of the cost of the premium for employee coverage and, for employees who elect such coverage, the employee shall pay three (3.0%) of the difference between the premium for Employee coverage and the premium for Employee Plus 1 coverage or Employee Plus 2 or more coverage but not to exceed \$40.00 per month, and the City will pay the balance of the premium.

The City shall pay one hundred percent (100%) of the cost of the premium for employee coverage and dependent coverage for employees who enroll under Dental Benefit Summary B (current dental insurance plan). Employees who elect to enroll under Dental Benefit Summary A will receive a monthly credit of \$10.00 if they elect employee coverage, \$15.00 if they elect employee + 1 coverage, and \$20.00 if they elect dependent coverage. This credit may be applied as follows: (1) to the City's deferred compensation plan, (2) to the City's Flex Benefit Plan, or (3) to the purchase of supplemental life insurance.

(b) **Part-Time Employees (20 hours per week)**

The Board shall pay fifty percent (50%) of the monthly premium for each qualified employee with hospital, medical, and dental group insurance for

part-time employees who work at least twenty (20) hours per week but less than twenty-five (25) hours per week.

The Board shall pay forty-four and three quarters percent (44.75%) of the monthly employee plus one or employee plus two or more premium for each qualified employee with hospital, medical and dental group insurance for part-time employees who work at least twenty (20) hours per week but less than twenty-five (25) hours per week.

(c) Part-Time Employees (25 hours per week)

The Board shall pay seventy-five percent (75%) of the monthly employee premium for each qualified employee with hospital, medical, and dental group insurance for part-time employees who work at least twenty-five (25) hours per week but less than forty (40) hours per week.

The Board shall pay sixty-eight and one-half percent (68.5%) of the monthly employee plus one or employee plus two or more premium for each qualified employee with hospital, medical and dental group insurance for part-time employees who work at least twenty-five (25) hours per week but less than forty (40) hours per week.

- b. Effective Date of Coverage. New employees are eligible to apply for group insurance coverage on the 15th day following their date of employment and the plan will become effective the first day of the next month after such application.

Example: Date of employment - September 15th
 Date of application - September 30th (within 15 days of employment)
 Effective date of coverage - October 1st

Adherence to the above rules will provide coverage without health questions or a medical examination for the employees as well as dependents.

- c. Termination of Insurance. Whenever a covered employee ceases employment with the Sioux City Public Library or when the Group Insurance Plan is discontinued, or whenever the employee enters military service, this Group Insurance plan terminates. The insurance for dependents also terminates when the employee ceases to be eligible for coverage or when that dependent ceases to be eligible as a dependent or when said employee withdraws the authorization for insurance deduction.
- d. Coordination of Benefits. When an employee is covered by more than one Group Insurance Plan, the benefits payable under the Board's plan may be reduced so that the combined total amount of benefits payable by all companies for hospital and medical benefits does not exceed the covered expenses incurred.
- e. Coverage on Leaves of Absence Without Pay. An employee can elect to continue coverage while on leave of absence without pay. However, when the leave is in excess of thirty consecutive calendar days, the employee shall pay the total premium cost for the remainder of the period or as otherwise specified in the Group Insurance Plan which is in effect.

f. Insurance Plan Modifications

1. The deductible shall be changed to:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$150.00	\$200.00
Employee + 1	\$250.00	\$300.00
Family	\$350.00	\$400.00

2. Co-Insurance shall be changed to:

<u>In Network</u>	<u>Out-of-Network</u>
90%/10%	75%/25%

3. The Office Visit co-payment shall be changed to \$15.00 and the co-payment shall not be applicable to the employee's deductible or out-of-pocket obligations.

4. The maximum out-of-pocket shall be changed to:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$300.00	\$ 750.00
Employee + 1	\$500.00	\$1,100.00
Family	\$700.00	\$1,400.00

5. An emergency room co-payment of \$25.00 shall be instituted and the co-payment shall not be applicable to the employee's deductible or out-of-pocket obligations.

6. The prescription drug co-payment shall be changed to:

Generic	\$ 5.00
Brand Name Formulary	\$15.00
Brand Name Non-Formulary	\$25.00

90-day prescription drug refill for 2 co-payments.

8.02 Life Insurance:

- a. Term Life Insurance. The Board will provide full-time regular employees with coverage of \$15,000 individual group life insurance with an accidental death double indemnity feature with the Board paying the full 100% of the premium.
- b. Employee Option. The employee has the option to purchase an additional like amount of insurance coverage with an accidental death double indemnity feature through payroll deduction.

8.03 Vision Insurance: The City will make available a group vision insurance plan for employees which provides benefits that are negotiated by the parties. Employees who wish to participate in the vision insurance plan must do so by means of payroll deduction.

ARTICLE IX

PROBATIONARY PERIOD

- 9.01 Probation Period:** All appointments shall be conditional upon a probation period of six (6) months. This probationary period may be extended in an individual case by a written agreement between the Library Director, the employee, and the Union. During this probationary period the appointee may be disciplined, removed or discharged from such position by the appointing person or body without the right of appeal through the grievance procedure set forth in this Agreement. An employee who has satisfied a probationary period and is transferred to a different job in the same classification shall not be required to satisfy another probationary period.

ARTICLE X

AUTHORIZED LEAVE

10.01 Vacation:

- a. **Eligibility.** All full-time regular and part-time regular employees shall be entitled to leaves of absence with pay for vacation periods. In the event that full vacation leave is not taken, unused vacation leave may be carried over from one calendar year to the next as set forth in "b" below.

In the event that an employee is required to forego his/her scheduled vacation for the convenience of the Library Director and his/her vacation period cannot be conveniently rescheduled within that calendar year, the employee so affected shall be authorized to carry over his/her vacation period from one calendar year to the next with the written approval of the Library Director.

- b. **Annual Accrual.** Employees shall be granted and accrue vacation periods in accordance with the following schedule (part-time regular employees will be prorated on the basis of the forty hour work week.) (i.e., thirty (30) hours worked = 75% of the amounts specified below.)

<u>Years of Continuous Service</u>	<u>Hours Allowed</u>	<u>With Carryover Maximum Accrual May Be Up To</u>
After one year.	(1 week) 40 hours	
After two years and through seven years.	(2 weeks) 80 hours	(3 weeks) 120 hours
After eight years and through fourteen years.	(3 weeks) 120 hours	(4 weeks) 160 hours
After fifteen years and each year thereafter.	(4 weeks) 160 hours	(5 weeks) 200 hours

Full-time professional staff (Librarian I and above) hired prior to July 1, 1978, and Library Assistants hired prior to May 1, 1977, accrue vacation leave at the rate of 176 hours per year.

- c. Credit Limitation. Credit for vacation leave accumulates only during leave with pay status except during terminal vacation and when an employee is receiving payments due to work-connected injury.
- d. Grant Procedure.
 - 1. Vacation periods are to be granted and scheduled by the Library Director, taking into consideration the work unit, workload, the employees' requests and seniority.
 - 2. During the first year of employment the employee is not eligible for vacation leave. Only upon completion of one year of continuous employment has an employee earned and is entitled to one week.
 - 3. Overuse of vacation leaves will not be authorized. Vacation entitlement shall be calculated from the date of employment.
- e. Holidays. A legally designated holiday that falls during an employee's vacation shall not be charged against the employee's vacation.
- f. Terminations. An employee who leaves the employment of the Sioux City Public Library shall be compensated for vacation leave earned.
- g. Military Leave. All earned vacation leave shall be paid to an employee granted extended active military leave.
- h. Eligibility. All full-time regular and part-time regular employees are eligible for paid vacation leave.

10.02 Holidays:

- a. Designation. The Main Library, Branch Libraries and Bookmobile shall be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. These holidays are days off with pay for full-time staff members. In addition, Veteran's Day and Dr. Martin Luther King, Jr.'s Birthday will be observed as a holiday, but the Library will remain open on that day. Full-time regular staff members that are required to work on Veteran's Day and Dr. Martin Luther King, Jr.'s Birthday will receive a day off with pay at a time suitable to both the individual concerned and his/her superior. All units shall close at 5:00 p.m. on New Year's Eve. In addition, two "floating holidays" are granted to each full-time employee who is employed prior to September 1 of the applicable contract year, and these days are to be taken on or before June 30. Employees hired on or after September 1 but prior to December 1 of the applicable contract year shall be authorized one and one-half (1 ½) floating holidays which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after December 1 but prior to March 1 of the applicable contract year shall be authorized one (1) floating holidays which shall be taken within the period beginning with their date of hire and ending June 30. These additional holidays

may be taken by employees at a time of their choosing to commemorate a variety of special occasions such as: employee's birthday, presidents' holiday, etc. Requests for floating holidays must be received by the Administrative Office at least two weeks in advance of the date to be taken as a holiday. These holidays represent time off with pay. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

Regular part-time employees twenty (20) or more hours per week when computed on an annual basis are entitled to holiday benefits prorated on the basis of the forty hour workweek (i.e., thirty (30) hours worked = 75% of vacation benefits). When a staff member's "day-off" falls on an authorized holiday, the individual is entitled to another day off at a time suitable to both the individual concerned and his/her supervisor.

- b. Early Closing. With all units of the Library closing at 5:00 p.m. on New Year's Eve, a normal day schedule will be maintained. Those full-time staff members not working that day will be charged with a full day off; part-time staff are paid for hours worked.
- c. Religious Days. Members of religious bodies which have special observances on days not recognized as Library holidays do not receive time off with pay for such occasions. However, the staff members so affected may be absent for such purposes and must make up the time during the same pay period.

10.03 Military Leave: Military leave shall be granted by the Library Director in accordance with the provisions of the Code of Iowa, Section 29A.28 which is as follows:

"All officers and employees of the state, or a subdivision thereof, or a municipality other than employees employed temporarily for six months or less, who are members of the National Guard, organized reserves or any component part of the military, naval or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall, when ordered by proper authority to active state or federal service, be entitled to a leave of absence from such civil employment for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first 30 days of such leave of absence. The proper appointing authority may make a temporary appointment to fill any vacancy created by such leave of absence."

10.04 Jury Leave: Those employees drawn for federal, district and associate district court, petit or grand jury service, shall continue to receive their regular pay while engaged in such service. However, any fees, exclusive of mileage and meal allowance, received by said employees for jury service on the Sioux City Public Library's time shall be given to the Sioux City Public Library.

10.05 Appearance Required by Subpoena: When an employee is legally subpoenaed to appear as a witness before a court or administrative body to testify for a federal agency or a political subdivision of the state, the time spent shall be considered as a leave of absence with pay, provided the employee is not a party to the proceedings. Any witness fees received by the employee shall be remitted to the Library Director.

10.06 Leave Without Pay:

- a. Grant. Leave of absence without pay may be granted by the Library Director, but such leaves shall be limited to periods not exceeding 30 calendar days. Requests for renewal of 30 day leave periods may be granted by the Library Director.

- b. Certification. No leave of absence shall be granted except upon written request of the employees. Whenever granted, such leave shall be in writing and signed by the Library Director.
- c. Reinstatement. Upon expiration of approved leaves, the employee shall be reinstated in the position the employee held at the time such leave was granted. Failure of employee to report promptly shall be cause for discipline or dismissal.
- d. Benefits. Unless specified elsewhere in this Agreement, employees authorized said leave shall accrue or receive no benefits during said leave.

10.07 Funeral Leave:

- a. Grant. Upon verification of a funeral, sixteen (16) hours for full-time regular and eight (8) hours for regular part-time employees, leave of absence with pay will be granted only for the purpose of attending the funeral of a member of the employee's immediate family. Family is defined as consisting of those individuals with the relationship or step relationship of father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grandchildren. Additional time off may be taken as sick leave upon the approval of the Library Director.
- b. Verification. Authorization for leave under this provision may be subject to the employee's submission of verification relative to the date, time and location of the funeral.
- c. In the event the funeral is to be held more than 300 miles away, one (1) additional day of leave, with pay, shall be granted before sick leave is used.

10.08 Sick Leave:

- a. Grant. Each full-time regular and part-time regular employee shall be granted sick leave with pay to be used only with the approval of the Library Director or designated representative concerned for absence due to personal illness or injury of the employee, the employee's spouse, children, stepchildren or foster children who are living in the employee's home. If the Library Director suspects that an employee may be abusing sick leave, the employee may be required by the Library Director to provide a certificate described in 10.08(d)(3) below for any absence under this provision.
- b. Accrual. Each full-time regular employee shall accrue eight (8) hours of sick leave with pay per month. Each part-time regular employee shall accrue a proration, in accordance with 4.01, of sick leave with pay each month. Such leave is accrued as long as an employee is not on leave without pay basis.
- c. Charge. Paid sick leave shall be charged on a fifteen minute basis for the actual duty time missed.
- d. Use and Certification:
 - 1. Requests for use of sick leave shall be made in accordance with rules and regulations established by the Library Director. Said rules shall be posted and distributed to all employees by the Library Director.

2. Employees shall be paid for sick leave only after the cause for said leave has been certified by the Library Director.
 3. Employees claiming sick leave over two and one-half (2 ½) working days may be required by the Library Director to file a certificate signed by a member engaged in the healing arts licensed by a state government which states the extent and nature of the illness or injury and states that the employee was incapacitated for work for the period of his/her absence. The statement is also to indicate that the employee is physically able to resume all work assignments consistent with the employee's classification.
- e. Accumulation. Unused sick leave shall be cumulative up to and including nine hundred sixty (960) hours and may be used at any time as earned for absence due to any of the causes set forth.
 - f. Application. The above provisions are applicable to full-time regular and part-time regular employees only.

10.09 Maternity Leave:

- a. Grant. Maternity leave shall be granted if requested by the employee. Any temporary disabilities caused or contributed to by pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules and regulations shall apply the same as any other illness.
- b. Extended Maternity Leave Without Pay. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one year. If an extended leave of absence is anticipated, a request for a leave shall be filed with the Library Director thirty (30) days prior to the anticipated absence.

10.10 Union Business:

The Employer may grant any employee designated by the Union, time off to handle Union business above the local Union level such as attendance at national or regional meetings or conferences. Such time off shall be without pay, but without loss of seniority or benefits. It is agreed not more than two (2) employees shall be so engaged at any one time, and not more than twenty (20) total days for all employees shall be used in a contract year. The Employer shall be given at least two (2) weeks notice in advance of beginning date and of the exact duration of such absence. Employee requests for leaves shall be in writing, and shall not be unreasonably denied.

10.11 Inclement Weather Leave:

When the Library is closed by the Library Director or designated representative due to inclement weather, full-time regular and part-time regular employees, if scheduled to work, shall be given wage credit for loss of regularly scheduled work hours on the day of said closing.

When the opening of the Library is delayed by the Library Director or designated representative due to inclement weather, the Library Director and a representative of the Union will mutually agree upon the wage credit that will be given to employees for loss of regularly scheduled work

hours on the day of the delayed opening. The Library Director will then communicate this decision to the employees.

10.12 Injury Leave:

- a. **Grant:** When an employee sustains a personal injury arising out of and in the course of employment, the employee may, for the first three working days of total disability following the injury, use earned and unused sick leave credits. Beginning on the fourth calendar day of total disability following the date of injury and up to and including the fortieth (40) day of total disability, the Employer shall pay the injured employee in addition to the Workers' Compensation benefits to which said employee is entitled, a sum which together with said Workers' Compensation benefits will equal 100% of the rated salary the employee would have received had he/she not been incapacitated. The difference between Workers' Compensation benefits and base salary plus longevity for the employee's current classification will be deducted from the earned and unused sick leave credits of the employee. Upon expiration of an employee's accumulated and unused sick leave credit or after the fortieth (40) day, the employee shall be entitled only to the benefits payable under the Iowa Workers' Compensation Law.
- b. **Report of Injury:** An employee who is physically able to and who fails to report within twenty-four hours of any injury, however minor, to his/her supervisor and to take such first aid or medical treatment from such person whom the Employer may designate as may be necessary, shall not be eligible for injury leave without a physician's statement indicating the employee is able to resume all work assignments consistent with the employee's classification.

ARTICLE XI

GRIEVANCE PROCEDURE

- 11.01 Definition:** A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this Agreement. Grievances, as herein defined shall be processed in accordance with the procedure set forth in Section 11.05 below.

The Union may request a meeting with the Library Director to discuss a dispute or disagreement involving the interpretation or application of the specific provisions of this Agreement affecting employees in that department. The Union and the Library Director may agree to waive any step of the grievance procedure and commence a grievance at a higher step at such a meeting.

- 11.02 Probationary Employees:** Probationary employees as set forth in Article IX of this Agreement shall have no right to grieve on matters of discipline, removal or discharge.

- 11.03 Grant:** Any full-time regular or part-time regular employee (hereinafter referred to in this Article as "employee") may process a grievance as outlined in this Article and shall have the right to representation by the Union in conference with any supervisor. The employee and the Union shall have copies of the written decisions issued by the Employer at each step of the procedure.

11.04 Appeals:

- a. **Time Limits.** All time limitations in this grievance procedure shall exclude Saturdays, Sundays and Holidays and may be extended by mutual agreement of the Library Director and the Union. All reference to days shall mean workdays.
- b. **Automatic Appeals.** In the event the Employer does not respond within the time limits set forth, the Union may appeal the grievance to the next step.
- c. **Failure to Appeal.** In the event the Union fails to appeal a grievance within the time limits set forth, the matter shall be considered resolved and not subject to further processing under the grievance procedure.

11.05 Procedure:

- a. **Step One:** An employee who claims a grievance shall present such grievance in writing, with or without his/her steward, to the immediate supervisor, within ten (10) working days after the receipt of knowledge of the alleged violation upon which the grievance is based. The immediate supervisor shall give a written answer to the grievance within ten (10) working days after the grievance was presented to him/her.
- b. **Step Two:** The grievance shall be considered resolved unless within ten (10) days of the receipt of the response at Step 1, the employee and/or authorized Union representatives submit a written appeal to the Library Director or the Library Director's authorized representative. The Library Director shall respond in writing to the grievant within ten (10) days of the receipt of the grievance.

11.06 Grievance Processing: Grievances may be processed by a member of the Grievance Committee (steward) during working hours. All releases of employees from scheduled work time for any aspect of processing of grievances shall be subject to authorization of the Library Director.

11.07 Arbitration Procedure:

As to those matters involving the interpretation of rights granted to employees in the bargaining unit by this Agreement, and in the event that such grievance is not then disposed of as aforesaid, the Union, no later than ten (10) workdays after receipt of the Library Director's decision, may request arbitration before an impartial arbitrator. A copy of said request stating the act or omission appealed from and the basis of the appeal shall be sent to the Library Director. Within ten (10) workdays after the notice of appeal to arbitration is given, the Library and the Union shall meet and endeavor to select an arbitrator. If, after three (3) days following the meeting, agreement as to the arbitrator is not reached, the Library and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. All of the candidates for arbitrator shall be members of the National Academy of Arbitrators. When such panel is reached, the Library and the Union shall alternately strike from such list, the appealing party making the initial strike, and the remaining person shall act as arbitrator. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration must be scheduled no later than sixty days from the date the grievance was appealed to arbitration. The arbitrator shall be empowered to convene to hear the evidence pursuant to such rules and procedure as he/she may adopt and to make a written decision which shall be final and binding. The parties shall bear equally the fees of the arbitrator and the record of any

of the proceedings. The Library and the Union shall bear individually the cost and compensation of its own witnesses, exhibits, and representation.

11.08 Limitations on Grievance Arbitrators:

- a. Limitation. Arbitration shall be limited to:
 - 1. An interpretation of the Articles of this Agreement; and
 - 2. A grievance as herein defined arising out of the express terms of this Agreement.
- b. Arbitrator's Authority. The arbitrator shall neither detract from nor modify the language of this Agreement in arriving at a determination of any issue that is presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of issue submitted for decision.
- c. Decision. The arbitrator shall submit the decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this contract. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing.
- d. Issues Arising Before or After Agreement. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination, or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.

ARTICLE XII

NON-DISCRIMINATION

- 12.01 No Discrimination:** The Board and the Union agree that their respective policies will not violate the rights or discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin, marital status, disability, political affiliations, association, affiliation or non-association or in the applications or interpretations of this Agreement except as such conditions may constitute a bona fide occupational or assignment qualification.
- 12.02 Chapter 20:** The Board and the Union further agree not to discriminate against individuals for exercising rights granted under Chapter 20 of the Code of Iowa.
- 12.03 Mutual Cooperation:** The Board and the Union agree to cooperate by encouraging female and minority applicants for employment with the City's Affirmative Action Program.

- 12.04 Promotion or Transfer:** Pursuant to 216.14, Code of Iowa, after a handicapped individual is employed, the Employer shall not be required under this Agreement to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person, by training or experience, is qualified for such job or occupation.

ARTICLE XIII

EMPLOYEE STATUS

13.01 Employee Seniority:

- a. Seniority is determined by the length of continuous unbroken service as a regular employee of the Board. In computing seniority, periods of employee suspensions and leaves of absence without pay (except for work connected injury or illness) in excess of thirty (30) consecutive days per year shall be deducted from the employee's time of seniority and seniority for part-time employees shall be pro-rated based upon their hours of service.
- b. Reduction in Force.
 1. In the event reduction in force becomes necessary, the Library Board agrees to provide affected employees thirty (30) calendar days notice prior to the effective date of the reduction.
 2. Order and Procedure: Whenever it becomes necessary for employees within the bargaining unit of a specific class within a Library department to be laid off, the order shall be as follows:
 - i. Probationary part-time regular employees
 - ii. Probationary full-time regular employees
 - iii. Part-time regular employees
 - iv. Full-time regular employees

based on employees' performance evaluations and with consideration of seniority as set forth in "a" above.
- c. Recall: Regular employees laid off under the provisions of 13.01(b) shall be recalled to job openings in the same job classification in reverse order of layoff. Such recall rights under this Article shall not exceed one year. No benefits or seniority shall accrue during such period of layoff.

An employee shall have only one opportunity to accept or reject an offer of recall, except that employees may reject an offer of recall to a job opening which is for a different number of hours of work than the position in which the employee was employed at the time of layoff and retain their recall rights.

A laid off employee shall be required to inform the Library Director of his/her current address throughout the period of layoff. The Library Director shall provide notice of recall to the employee by certified mail to the current address on file, and the employee shall have seven (7) calendar days to accept or reject the offer by notifying the Library Director in writing. An employee who accepts an offer of recall shall report for duty

within twenty-one (21) calendar days of his/her receipt of notice of recall. Employees who fail to timely notify the Director of acceptance of an offer of recall or who fail to timely report for duty shall forfeit their recall rights.

13.02 Access to Personnel Files:

- a. **Employee Access.** Each employee shall, during normal business hours, have the right of access to his/her own personnel file. Such access shall be governed by the rules set out in Chapter 22 of the Iowa Code, "Examination of Public Records".
- b. **Copies.** Each employee may have one copy of any item, excluding test materials, which may be contained in the employee's file.
- c. **Adverse Material.** When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in an employee's file, it will be signed by the employee or the refusal to sign will be noted on the document and the employee will receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee received a copy of the material and does not indicate the employee's agreement with the contents of the document.

13.03 Evaluation Procedures:

- a. **Required Evaluations:** Employees will be evaluated at least annually. Employees will be notified at least two (2) calendar days in advance of their evaluation.
- b. **Evaluation Conference:** A conference regarding the evaluation shall be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties shall be given to both parties.
- c. **Employee Response:** All evaluation reports shall be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response shall become part of the evaluation report. Employees will be given two (2) calendar days to file their response.

ARTICLE XIV

SAVINGS CLAUSE

- 14.01 Severability:** If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutual satisfactory replacement for such article or section.

ARTICLE XV

NO STRIKE -- NO LOCKOUT PROVISIONS

- 15.01 No Strike Clause:** The Union, its officers, agents, members and employees covered by this Agreement agree that they will not, directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "strike" against the Library Board. A "strike" shall mean an employee's refusal, in concerted action with others, to report to duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensations, rights, privileges or obligations of public employment.
- 15.02 Violations:** Any violations of the foregoing provision may be made the subject of disciplinary action including discharge.
- 15.03 No Lockout Clause:** The Board, its officers, agents and staff agree that they will not directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "lockout". A "lockout" shall mean a cessation of work for the purpose of obtaining for the Library Board a concession or agreement from the Union in connection with labor negotiations.

ARTICLE XVI

INCOMPATIBLE ACTIVITIES

- 16.01 Prohibition Of:** Any employee shall not engage in any employment activity or enterprise which is inconsistent, incompatible, or in conflict with his/her duties as a Library employee, or with the duties, functions, and responsibilities of the department by which he/she is employed.
- 16.02 Incompatible Activities:** The following activities, said listing not to be construed as comprehensive or inclusive, shall be considered inconsistent, incompatible, or in conflict with Library employment:
1. Any employment, activity or enterprise which involves the uses for private gain or advantage of the Board's time, facilities, equipment or supplies, prestige or influence of the Sioux City Public Library or its equipment.
 2. Any activity which involves the receipt or acceptance by the employee of any money or any other consideration from anyone other than the Board for the performance of an act which the employee would be required or expected to render in the regular course of the Library employment or a part of his/her duties as an employee.
 3. Any activity which involves the performance of an act other than capacity as an employee which may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by such employee or by the department by which he/she is employed.
 4. Any activity which involves so much of the employee's time that it impairs attendance or efficiency in the performance of his/her duties as an employee.

16.03 Final Determination: The Library Director shall make a final determination when necessary, as to whether a specific activity is prohibited.

16.04 Political Activity:

- a. Solicitation on Work Time. An employee shall not, while performing official duties or while using Public Library equipment at the employee's disposal by reason of the position, solicit in any manner contribution for any political party or candidate or engage in any political activity during working hours that impairs the efficiency of the position or presence during the working hours.
- b. Co-worker Solicitation. An employee who in any manner supervises another employee shall not directly or indirectly solicit the employee supervised to contribute money, anything of value, or service to a candidate seeking election, or a political party or candidate's political committee.
- c. Candidates for Office. An employee who becomes a candidate for any elective public office, shall, upon request of the employee and commencing any time within thirty (30) days prior to a primary, special, or general election and continuing until after this thirty (30) day period, automatically be given a leave of absence without pay. An employee who is a candidate for any elective public office shall not campaign while on duty as an employee.
- d. Opinions on Working Conditions. This Article shall not be construed to prohibit any employee or group of employees, individually or collectively, from expressing honest opinions and convictions, or making statements and comments concerning their wages or other conditions of their employment.

ARTICLE XVII

DUES CHECKOFF

17.01 The Employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefore. The deductions will be for monthly Union dues and initiation fees in the amounts certified in such authorizations. The Employer will remit such monies to the Secretary-Treasurer of the Union not later than the 15th day of the succeeding month.

17.02 Any written authorization may be revoked by any employee at any time upon thirty (30) days written notice to the Employer and to the Union and shall automatically be canceled upon termination of employment.

17.03 The Union agrees to indemnify and hold the Employer and the City of Sioux City harmless against any claim or liability arising out of the operation of this Article.

ARTICLE XVIII

DURATION OF THE AGREEMENT

18.01 Term:

This Agreement and any written amendment made and annexed hereto shall become effective on July 1, 2007, and shall continue in full force and effect until midnight, June 30, 2010, and unless a written notice is given between August 1, 2009, and September 1, 2009, by either party requesting a change or termination of the same and the party requesting a change or termination shall no later than September 10, 2009, serve upon the other party clear and specific demands relating to changes requested. Negotiations on impasse procedures shall commence no later than September 15, 2009.

18.02 Automatic Extension: In the event notice is not given as set forth above, then this Agreement shall automatically continue in effect from year to year until such notice is given.

FOR LOCAL 7103, COMMUNICATION
WORKERS OF AMERICA, AFL-CIO

FOR THE SIOUX CITY
PUBLIC LIBRARY

Chair of Bargaining Unit

Chair of Public Library Board

Vice President of Local 7103

Library Director

Bargaining Committee

Library Board Secretary

APPENDIX "A"

Rules for Administration

of

Salary Schedule

Salary Schedule Administration: The Library Director or designated representative shall be responsible for administering the salary schedule according to the following provisions:

- a. **BEGINNING SALARY RATE:** Upon entrance into the Board's service, the employee shall be paid at Step 1 of the pay range the position is allocated. However, upon recommendation of the Library Director, appointments may be made at steps above the entry level.
- b. **SALARY ADJUSTMENTS:** The remaining steps of the pay range of a position class shall be granted on a performance basis, as provided herein.

For each employee to become eligible for a performance advancement, a written statement as to the employee's performance since the employee's last advance in pay shall be prepared in writing by the Library Director. The Library Director shall grant the step pay increase unless, in his opinion and based upon supporting information contained in the written performance report, the pay increase should not be granted.

- c. **PAY ANNIVERSARY DATES:** The anniversary date on which an employee shall become eligible for a performance advancement from the applicable permanent employment pay range step shall be, except as otherwise provided herein, either January 1st or July 1st, and shall be determined as follows:
 - (1) **JANUARY ANNIVERSARY:** If an employee is appointed, promoted or advanced in pay between October 1st and March 31st, the anniversary date shall be January 1st.
 - (2) **JULY ANNIVERSARY:** If an employee is appointed, promoted or advanced in pay between April 1st and September 30th of any year, the anniversary date shall be July 1st.
 - (3) **ELIGIBILITY:** An employee shall be eligible for any authorized pay advance on the established anniversary date nearest to one year after the date of permanent appointment, promotion or pay advance. Such advance to be made effective at the beginning of the pay period in which the anniversary date falls.
- d. **PAY RATE ADJUSTMENTS:** The following personnel actions shall affect the pay status of an employee in the manner provided:
 - (1) **TRANSFER:** When an employee is transferred to a position in another class, which class is assigned to the same pay grade as the employee's former class, the employee shall be entitled to the corresponding step in the grade of the class to which the employee transfers.

- (2) PROMOTION: When an employee is promoted to a position in a class assigned at a higher pay range than that assigned to the class to which the employee's previous position was allocated, the employee shall be advanced to Step 1 of the pay range for the class to which the employee is promoted, provided, however, that if the employee's rate of pay prior to promotion was equal to, or more than such rate for Step I, the employee shall be advanced to the next step above the rate the employee was receiving prior to promotion.
- (3) DEMOTION: Upon demotion, an employee normally shall receive a one-step decrease in pay. However, it shall be the responsibility of the Library Director or designated representative in each instance to determine the amount of the pay decrease, if any.

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